

Debtor 1 Eric VanHorn aka Eric Edward VanHorn aka Eric E Van Horn
aka Eric Edward Van Horn aka Eric E VanHorn

Debtor 2 _____
 (Spouse, if filing)

United States Bankruptcy Court for the Eastern District of PA
 (State)

Case number 19-16098-pmm

Form 4100S

Supplemental Proof of Claim for Forbearance Claim

02/21

Please be advised: This Supplemental Proof of Claim is filed in compliance with the requirements of 11 U.S.C. § 501(f)(1) if the Debtor was granted a forbearance under the CARES Act (15 U.S.C. § 9056 or 9057). To the extent the Debtor was provided a forbearance on a loan not covered by the CARES Act, this Supplemental Proof of Claim is filed to provide notice of the loan status and COVID related relief provided to the Debtor. "Creditor" in this form means "eligible creditor" under 11 U.S.C. § 501(f) or creditor that granted a forbearance on a loan not covered by the CARES Act.

Name of creditor: Wells Fargo Bank, N.A.

Court claim no. (if known):
2-1

Last 4 digits of any number you use to identify the debtor's account: 8 4 1 3

Property address: 1904 MAPLE AVENUE
 Number Street

City EASTON PA 18040
 State ZIP Code

Part 1: Amount of Loan That Was Not Received During Forbearance Period

List of payments not received during forbearance period:

Forborne (FB) Payment Date	FB Payment Amount	Payment Amount Received During Forbearance	Date Funds Received	FB Payment Amount Remaining
		\$5.65(suspense at forbearance)		
07/01/2021	\$2,379.07			\$2,373.42
08/01/2021	\$2,379.07			\$2,379.07
09/01/2021	\$2,379.07			\$2,379.07

Total of payments not received during forbearance period: \$7,131.56

Part 2: Information About Agreement to Modify or Defer Loan Obligation

Have the Debtor and Creditor entered into an agreement to modify or defer the loan obligation in connection with the forbearance?

X Other. The Debtor's(s') COVID related forbearance protection has expired and the Debtor has requested a loan modification or deferral. Wells Fargo is currently processing the Debtor's request, but the Debtor may or may not ultimately be eligible for the loan modification requested. Wells Fargo is filing this COVID Forbearance Supplemental Proof of Claim (SPOC) to ensure timely filing under §501(f), in the event the loan modification or deferral is not consummated. Upon court approval of the loan modification or deferral, Wells Fargo will withdraw the SPOC.

☐ Yes. Attach copies of the writing outlining the modification or deferral:

- ☐ The loan was modified as follows:
- ☐ The amount of forbore payments and the deferral date:
- ☐ See Docket Entry(ies) _____

☐ No. If they have not already done so, Debtor or their counsel should contact the Creditor about any resolutions that may be available to the Debtor. The Debtor may contact Wells Fargo Home Mortgage to discuss a personalized solution at 1-800-274-7025. Written attorney consent may be required to speak directly with the Debtor about these options.

Part 3: Sign Here

The person completing this form must sign it. Sign and print your name and your title, if any, and state your address and telephone number.

Check the appropriate box::

☐ I am the creditor.

☒ I am the creditor's authorized agent.

I declare under penalty of perjury that the information provided in this claim is true and correct to the best of my knowledge, information and reasonable belief.

X /s/ Andrew Spivack, Esquire

Date 11 / 30 / 2021

Signature
Print Andrew Spivack
First Name Middle Name Last Name

Title Attorney Bar #84439

Company Brock and Scott, PLLC

Address 302 Fellowship Road, Suite 130
Number Street City State ZIP Code
Mount Laurel NJ 08054

Contact phone (844) 856 - 6646

Email andrew.spivack@brockandscott.com



July 1, 2021

ERIC E VANHORN
1904 MAPLE AVE
EASTON, PA 18040-8125

Account Information	
Online:	wellsfargo.com
Fax:	[REDACTED]
Telephone:	[REDACTED]
Correspondence:	PO Box 10335 Des Moines, IA 50306
Hours of operation:	Mon.- Thu., 7 a.m. - 9 p.m., Fri., 7 a.m. - 8 p.m., Sat., 8 a.m. - 4 p.m., CT
Loan number:	[REDACTED]
Property address:	1904 Maple Avenue Easton PA 18040

PLEASE NOTE: This notice is being provided for informational purposes only. As a result of at least one bankruptcy case filing that included the above referenced account, Wells Fargo Home Mortgage is NOT attempting in any way to violate any provision of the United States Bankruptcy Code or to collect a debt (deficiency or otherwise) from any customer(s) who is impacted by an active bankruptcy case or has received a discharge, where the account was not otherwise reaffirmed or excepted from discharge. THIS IS NOT A BILL OR A REQUEST FOR PAYMENT AS TO THESE CUSTOMER(S).

Your decision to discuss workout options with Wells Fargo Home Mortgage is strictly voluntary. You are not obligated to pursue any workout options discussed with us. At your request, we will immediately terminate any such discussions should you no longer wish to pursue these options.

Subject: Short-term payment suspension for this mortgage

Dear Eric E Vanhorn:

We know that this is a challenging time as you work to protect what matters most: your health and the health and safety of the people you care for. You let us know about a financial hardship you're facing as a result of the COVID-19 crisis.

To help, we have suspended the mortgage payments, for July 2021 through September 2021.

Short-term payment suspension (forbearance)

This payment suspension is a temporary pause of mortgage payments. It's not a payment waiver or payment forgiveness.

Under the CARES Act, you're eligible for up to 12 months of payment suspension.

- o The initial payment suspension period is for up to six months.
- o At the end of the initial six months, you may request to extend the payment suspension period for up to another six months, for a total of 12 months.

We'll provide this payment suspension in three-month increments. This means that we'll check in with you every three months to find out if payments can resume or if you continue to experience a financial hardship.



Account Information

Loan number:

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You can end the payment suspension at any time. If your situation changes and you decide that you no longer need payment suspension, please contact us. At that time, if you have more than one account in payment suspension, you'll need to let us know what you decide for each account.

By accepting this short-term payment suspension:

- o You will be ineligible for any new Wells Fargo mortgage product, including a new home loan or a refinancing of an existing home loan, until certain conditions are met:
 - i Your financial hardship must be over.
 - i You must be out of payment suspension.
 - i You must have resolved any missed payments.
- o You may also be ineligible for other new Wells Fargo consumer credit products, such as an auto loan, personal loan, or credit card, until these conditions are met.
- o If you are in bankruptcy, there may be further limitations on your eligibility for these products.

You should know that you'll still be required to repay any suspended payments. If you can make a payment - even a partial payment - you can do so whenever you like. This will help reduce the amount you'll owe at the end of the payment suspension period.

When the payment suspension period ends

You can resume making monthly payments at any time. If you have a bankruptcy plan that has provided for the suspended payments, we will handle those payments according to the terms of any bankruptcy court order. If you have a bankruptcy plan and you have not provided for those payments, please contact us.

What you need to know about automatic payments

- o If you're making automatic payments from bill pay on Wells Fargo Online® or with any other financial institution, you'll need to stop them.
- o If you have a plan with us to automatically withdraw your mortgage payments directly from a checking or savings account, you'll need to cancel it right away. If you don't, we'll cancel it in about two business days.
- o You'll need to set up any automatic payments or plans again once the payment suspension period ends.

Short-term payment suspension impacts

- o **Escrow account:** If you have one for this loan, you may experience a shortage if payments are missed. When this happens, we'll continue to pay the tax and insurance bills. (If you don't have an escrow account, remember to pay the tax and insurance bills directly.) If payments are missed, you may not be able to remove the escrow account.
- o **Statements:** We're required to send mortgage billing statements every 30 days that show an amount due. The statement will show the short-term payment suspension under Important Messages.
- o **Mortgage insurance:** If payments are missed, you may not be able to remove the mortgage insurance premium as scheduled.

[REDACTED]

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- 6 **Pay-for-performance incentives:** If the loan was modified under the Home Affordable Modification Program (HAMP) or Second Lien Modification Program (2MP) and payments are not made during this time, you could lose the pay-for-performance incentives. This is because the loan must remain in good standing with HAMP and 2MP.
- 6 **Loan modification:** If you have a loan modification that offers principal forgiveness that requires the loan to be current, you risk losing that benefit. Contact us to discuss your situation.

We're here to help

We hope that you and your loved ones remain safe during the COVID-19 crisis. We'll check in with you in three months to see how you're doing. Thank you.

For more information on mortgage payment assistance, visit wellsfargo.com/mortgageassist. You can also visit consumerfinance.gov/coronavirus/mortgage-and-housing-assistance.

Home Preservation Department
Wells Fargo Home Mortgage

Note: We are offering you a payment assistance program that is temporary and is based on a partial review of the loan. If you would like a complete review of the loan, which includes a review for other assistance options, additional documentation is required. Please contact us for more information.

Designated address for qualified written request, notice of error, request for information

Borrowers have certain rights under Federal law related to resolving errors and requesting information about their account, and that they may learn more about their rights by contacting the servicer. A qualified written request, notice of error, and request for information are written correspondence (not on a payment coupon or other payment medium) that must include, or otherwise enable us to identify the: name of each borrower, account number and a description of the error you believe has occurred OR a request for specific information (or additional accounting) regarding your account. Your submission must be in writing and sent to: P.O. Box 10335, Des Moines, IA 50306.

Get free counseling to help manage expenses and avoid foreclosure.

Reach out to a local HUD-approved, non-profit housing counseling agency if you're struggling to keep up with monthly expenses, or want help to avoid foreclosure. At no cost, a counselor will work closely with you, providing the information and assistance you need. To find an agency near you, go to www.hud.gov/offices/hsg/sfh/hcc/fc. Or call [REDACTED]

Be sure you avoid anyone who asks for a fee for counseling or a loan modification, or asks you to sign over the deed to your home, or to make your mortgage payments to anyone other than Wells Fargo Home Mortgage.

Contact other servicers

As a reminder, it's important to consider contacting the servicers of any other mortgage loans that are secured by this property to discuss mortgage assistance options.

[REDACTED]

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[REDACTED]

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An appraisal may be required as part of this process.

When you apply for assistance on a home that is secured by a first lien, we may need to appraise the home. If we do, you'll receive a copy of any written appraisals related to this application.

Our acceptance and posting of the payments during the short-term payment assistance plan shall not constitute a cure of any outstanding balance under the loan unless such payments are sufficient to completely cure the entire outstanding balance under the loan.

All terms and provisions of the current mortgage note and mortgage security instrument remain in full force and effect and you will comply with those terms. Nothing in this assistance shall be understood or construed to be a satisfaction or release in whole or in part of the obligations contained in the loan documents.

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